

# Appendix A

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## *Glossary*

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## A

### Access Agreements

Under CERCLA Section 104(e), EPA may obtain access to a property to implement a remedial action. EPA obtains access through access agreements which must specify the work to be performed and how the property will be restored upon completion. Access agreements do not extend beyond the owner that signs the agreement and are not necessarily tied to the property deed.

### Alternative Remedial Contracting Strategy

EPA's approach to obtaining project management and technical services to support remedial response activities at National Priorities List sites. ARCS contracts are designed to optimize quality, timeliness, and cost efficiency by: (1) promoting continuity in site project management and execution from remedial planning through construction; (2) decentralizing contract management responsibilities by placing authority and responsibility for management decisions within Regional offices; and (3) implementing performance incentives to the maximum extent possible by awarding multiple contracts in each Region or zone and using triennial ratings of contractor performance to determine the amount of work assigned to each contractor.

### Applicable or Relevant and Appropriate Requirements

Federal, state, or local laws that apply to Superfund activities at NPL sites. Both emergency and long-term actions must comply with these laws or provide sound reasons for allowing a waiver. Applicable or relevant and appropriate requirements must be identified for each site relative to the characteristics of the site, the substances found at the site, or the cleanup alternatives being considered for the site.

### As-Builts

See Record Drawings.

## B

### Baseline Schedule

A rudimentary schedule that is established early as a framework for the entire RD/RA process. Baseline schedule information is entered into CERCLIS and updated as the RD/RA process progresses.

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| <b>Basis of Design Report</b>  | The basis of design report is a detailed description of the analyses conducted to select the RD. It is submitted during the preliminary RD phase and is modified if necessary as the design progresses. The basis of design report may contain a summary and justification of design assumptions, the RA contracting strategy, permits plan, easement and access requirements, and preliminary piping and instrumentation diagrams. The USACE term for the report is the design analysis report. |
| <b>Biddability Review</b>      | Biddability is generally defined as the degree to which the design documents can be understood, bid on (or offered), administered, and enforced. The purpose of the biddability review is to ensure that the construction package is free of significant design errors, omissions, and ambiguities so that prospective bidders can respond in a reasonable manner at a reasonable cost.  |
| <b>Best and Final Offer</b>    | An offer submitted to the government in a competitive negotiated procurement after written or oral discussions have been conducted. The CO issues a request for BAFOs to all offerors within the competitive range. Following evaluation of the BAFOs, the CO selects the offer most advantageous to the government, considering price and other factors included in the solicitation. ( <i>The Government Contracts Reference Book</i> )  |
| <b>Bid Bond</b>                | A bond used frequently in public construction projects to guarantee a bid. A bid bond assumes that the bidder will not withdraw a bid within the period specified for acceptance and will execute a written contract and furnish required bonds within the time specified in the bid. ( <i>The Government Contracts Reference Book</i> )   |
| <b>Bidder</b>                  | One who submits a bid. While this term technically refers only to an offeror on a sealed bid procurement, it is frequently used to refer to any offeror on a government procurement—whether sealed bid, competitive negotiation, or otherwise. ( <i>The Government Contracts Reference Book</i> )  |
| <b>Bulk Funding</b>            | A system for COs to receive clearance from a fiscal and accounting officer to obligate funds on purchase documents against a specified lump sum of funds reserved for the purpose for a specific period of time. FAR 13.101. ( <i>The Government Contracts Reference Book</i> )  |
| <b>Bulk-Funding Categories</b> | Four bulk-funding categories are used in RACs: (1) other response/program support; (2) site characterization; (3) removal; and (4) enforcement. Money is obligated separately to these bulk-funding categories.  |

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| <b>Changes Clause</b>                   | A mandatory clause that allows the government to change contract terms unilaterally in certain situations. Under the changes clause, work described in the contract may be changed to adjust to actual conditions at the site.  |
| <b>Change Order</b>                     | A written order from the CO directing the contractor to make a change without the contractor's consent, as authorized under the contract's clause. <i>FAR 43.101</i> . Contractors must continue performance of the contract as changed except that in cost-reimbursement or incremental funded contracts the contractor is not obligated to continue performance or incur costs beyond the established funding limits. <i>FAR 43.201 and 52.243-1 through -6. (The Government Contracts Reference Book)</i>                        |
| <b>Change Order Management Strategy</b> | The internal procedures that the contractor uses to manage change orders. The strategy identifies key personnel, lines of authority, process for developing estimates, and negotiation of adjustments to the schedule and budget. The internal procedures of different contractors may vary, but each system should interface appropriately with EPA's change orders procedures that are used to access the change order reserve funds for the work assignment.   |
| <b>Claims Management Strategy</b>       | The procedures used to process contractor claims. Because there usually is no privity of contract between EPA and the constructor, the constructor usually does not pursue a claim with EPA, unless the prime contractor allows the constructor to do so in the name of the prime contractor.   |
| <b>Closeout</b>                         | For government contracts, the process of settling all outstanding contractual issues, ensuring that each party has met all of its obligations, and documenting the contract file accordingly. The primary objectives of contract closeout are: (1) to identify and resolve any outstanding obligations or pending liabilities on the part of either the government or the contractor; and (2) to ensure that contract-related decisions and actions have been properly documented. <i>(The Government Contracts Reference Book)</i> |
| <b>Commerce Business Daily</b>          | A daily publication of the Department of Commerce that lists U.S. government solicitations, contract awards, subcontracting leads, sales of surplus property, and foreign business opportunities.   |

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| <b>Communications Matrix</b>   | A method the RPM can use to structure the communications strategy. The matrix identifies key team members and documents how information will be distributed among the members.  |
| <b>Community Relations</b>     | Efforts to establish two-way communication between the public and EPA to create a better understanding of EPA programs and related actions. These efforts, made early and throughout Agency actions, ensure public input from affected communities about issues concerning them. Specific community relations activities are required for Superfund remedial actions.   |
| <b>Consent Decree</b>          | A legal document, approved by a judge, that formalizes an agreement reached between litigants. In Superfund cases, consent decrees establish the terms by which PRPs will conduct all or part of a cleanup action of a Superfund site, cease or correct actions or processes that are polluting the environment, or otherwise comply with regulations where PRP failure to comply caused EPA to initiate regulatory enforcement actions.  |
| <b>Contracting Party</b>       | The party that advertises, awards, and manages a contract. Depending on the circumstances, EPA, an ARCS/RAC contractor, or USACE may be the contracting party.  |
| <b>Constructability Review</b> | A constructability review is performed to enhance the "buildability" of the design. It allows for the evaluation of the design for accuracy and completeness. In addition the review provides an opportunity to eliminate impractical and inefficient remedial action requirements as well as deficiencies in contract documents.   |
| <b>Construction Completion</b> | The completion of all physical construction of the remedy(ies) or the emplacement of the substantial physical construction necessary to implement the selected remedy. This is typically documented in a preliminary closeout report after a prefinal inspection is performed and only minor punch list items remain or when only nonconstruction aspects of the remedy, such as institutional controls, need to be implemented (see OSWER Directive 9320.2-3C and 58 <i>Federal Register</i> 12142). |
| <b>Construction Manager</b>    | Representative of the contracting party assigned to the site to administer and oversee the construction contract. The construction manager performs the following roles: mediates conflicts at the site, reviews and evaluates schedule deviations, reviews and approves invoices, and administers the construction contract. The RPM communicates directly with the construction manager (see resident engineer).  |

**Construction Superintendent**

The official representative of the RA constructor. For a remedial action, the construction superintendent manages the equipment and materials, oversees the labor, coordinates the subcontracting work, controls health and safety at the site, and responds to communications from the contracting party.

**Constructor**

A contractor, usually a subcontractor, that performs the construction work in a remedial action.

**Contract Modification**

A written change in the terms of a contract. *FAR 43.101*. A unilateral or bilateral written change in the specifications, delivery point, rate of delivery, contract period, price, quantity, or other provision of an existing contract in accordance with the contract clause. Examples include change orders, notices of termination, supplemental agreements, and exercises of contract options. (*The Government Contracts Reference Book*)

**Cooperative Agreement**

A legal instrument used to transfer money, property, or services to a state or local government or to another recipient in order to accomplish a public purpose where substantial involvement is expected between the government and the recipient. 31 *United States Code* 6305. A cooperative agreement is not subject to the *FAR*. (*The Government Contracts Reference Book*)

**Cost-Reimbursement Contracts**

Cost-reimbursement contracts provide for payment to the contractor of all allocable, eligible, and reasonable costs expended by the contractor in contract performance. In addition to the costs, most cost-reimbursement contracts provide for the payment of a fee (profit) to the contractor.

**Critical Path Method**

A scheduling technique used by contractors to plan, coordinate, and control work activities to complete contract work as quickly and economically as possible. The critical path represents the longest chain of interrelated activities in the project schedule diagram. A delay in completing an item on this critical path usually delays the entire project. (*The Government Contracts Reference Book*)

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**Data Quality Objectives**

DQOs are used to formulate sampling plans for the RD/RA field data collection effort. DQOs are qualitative and quantitative statements used to ensure that data of known and appropriate quality is obtained during data gathering activities. DQOs for RD and RA are detailed in the quality assurance project plan for each activity and will vary depending on the intended use of the data.

**Davis-Bacon Act**

The Davis-Bacon Act, 40 *United States Code* 276a, requires payment of not less than prevailing wage rates to workers on federal or federally-funded construction projects costing more than \$2,000. FAR 22.403-1. (*The Government Contracts Reference Book*)

**Demobilization**

Period of time at the end of a contract or remedial action when most closeout actions are completed, final invoices are submitted, and government property is returned.

**Design Analysis Report**

See basis of design report.

**Design Criteria Analysis**

The analysis used to describe the technical parameters on which the design will be based. The analysis must be submitted and approved prior to expending additional design effort to confirm that the contractor is correctly interpreting and translating ROD performance standards, applicable or relevant and appropriate requirements, and engineering standards and codes into site-specific engineering parameters.

**Design Drawings**

Drawings showing the original design plan for a remedial activity.

**Detailed Design Specifications**

Specifications that set forth precise measurements, tolerances, materials, in-process and finished-product tests, quality control measures, inspection requirements, and other specific information. Design specifications increase the government's liability for claims that arise during contract performance regarding design defects since the government generally assumes responsibility for the correctness and adequacy of design specifications. Consequently, FAR 10.002 requires that functional and performance specifications be used instead of design specifications whenever possible.

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**Emergency Response Plan**

A required element in the overall site-specific health and safety plan (HASP) that must be in place before commencement of on-site operations. The emergency response plan includes arrangements for local fire departments, hospitals, and police departments to provide coordinated and integrated services throughout the project in the event of an emergency.

**Expenditure Limit**

The amount of dollars available to the contractor to expend in performance of a particular work assignment. The contract prohibits the contractor from exceeding the expen-

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|                                | <p>diture limit (EL) without CO approval. The government sets the EL when a work assignment is issued and adjusts it as needed during the course of the work assignment to manage the phasing and execution of the work.</p>   |
| <b>Fast-Track Construction</b> | <p>Method of construction contracting under which the constructor begins building as soon as the foundation plans are ready and a foundation permit has been issued, regardless of whether the designer has finished designing the project. Throughout work performance, the designer must keep ahead of the constructor's progress in order to supply the necessary plans and drawings before each stage of the construction is reached. (<i>The Government Contracts Reference Book</i>)</p>   |
| <b>Feasibility Study</b>       | <p>The analysis of the potential cleanup alternatives for a site. The feasibility study usually starts as soon as the remedial investigation is underway.</p>  |
| <b>Federal Tort Claims Act</b> | <p>An act, 28 <i>United States Code</i> 1346(b), 2401-2402, 2671-2672, 2674-2680, permitting persons injured by negligent conduct of the government to sue for damages in U.S. district courts. Before filing suit in court, the injured party must file for administrative relief with the agency involved. (<i>The Government Contracts Reference Book</i>)</p>  |
| <b>Field Sampling Plan</b>     | <p>The field sampling plan provides guidance for all fieldwork by defining in detail the sampling and data collection methods to be used during the project. The FSP includes sampling objectives, locations and frequency, equipment and procedures, and sample handling and analysis and contains an analysis of specific data gaps and ways in which the sampling is designed to fill in the data gaps. The field sampling plan and the quality assurance project plan are routinely submitted as a single document, referred to as the sampling and analysis plan.</p> |
| <b>Fixed-Price Contract</b>    | <p>A type of contract providing for a firm pricing arrangement established by the parties at the time of contracting. The contract amount usually is adjusted only when work must be added or deleted from the contract. Superfund RA construction contracts may be issued as fixed-price contracts.</p>   |
| <b>Fundamental Changes</b>     | <p>A fundamental change is a major change in the selected remedy that affects the ROD. When a fundamental change is made, a ROD amendment must be prepared in accordance with the procedures specified in the National Contingency Plan, 40 <i>CFR</i> section 300.435(c)(2).</p>  |



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**Gantt Chart Method**

The Gantt chart is a bar chart that represents work activities through a time-scaled bar line. The time scale is weekly or monthly for as many years as the RD/RA project is scheduled to last.

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**Hazard Ranking System**

HRS is the principal screening tool used by EPA to evaluate relative risks to public health and the environment associated with abandoned or uncontrolled hazardous waste sites. HRS calculates a score based on the potential of hazardous substances spreading from the site through the air, surface water, or ground water and on other factors such as nearby population. The HRS score is the primary factor used to decide if the site should be on the NPL.

**Health and Safety Plan**

A plan outlining the implementation of all federal, state, and local requirements regarding human health and safety. Each remedial contractor must submit a corporate health and safety plan (HASP) and any site-specific HASP required by an individual work assignment issued under the contract.

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**Indefinite-Delivery Contract**

A contract in which the time of delivery is unspecified in the original contract but established by the contracting officer during performance. (see FAR Subpart 16.5 ). (*The Government Contracts Reference Book*)

**Indefinite Quantity**

A type of contract used when it is impossible to determine in advance the precise quantities of supplies or services that will be needed during a contract performance period. The method of ordering work must be stated in the contract as well as the minimum/maximum orders allowable during each period.

**Independent Government Cost  
Estimate**

A detailed estimate of the cost to the government for services or supplies to be acquired from a contractor. Cost estimates are performed by the government and not by contractors. (*EPA Independent Government Cost Estimating Guide*)

**Interagency Agreement**

A written agreement between federal agencies to provide support, services, or management setting forth the roles and responsibilities of each agency for performing and overseeing the activities or other services. Interagency agreements are commonly used to procure services of other federal agencies.

**Intermediate Design Phase**

The intermediate design phase commences at the completion of the preliminary design phase and ends with the completion of approximately 60 percent of the design effort.

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**Level-of-Effort**

A quantification of work in terms of the amount of effort expended, usually measured in labor-hours or labor-years. (*The Government Contracts Reference Book*)

**Local Emergency Planning Committee**

Superfund Amendments and Reauthorization Act, Title III, also known as the Emergency Planning and Community Right-To-Know Act, requires local governments to create a local emergency planning committee for Superfund sites. The committee should have in place a local contingency plan for coordinating police, fire, utility, and medical services in the event of an emergency.

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**Miller Act**

The Miller Act requires the execution of separate performance and payment bonds as a prerequisite to award of construction contracts exceeding \$25,000. FAR 28.102. (*The Government Contracts Reference Book*)

**Minor Changes**

Minor changes have little or no consequence on the overall scope, performance, or cost of a remedial project, and do not affect the selected remedy outlined in the ROD. Minor changes are recorded in the post-decision document file.

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**Negotiated Procurement**

A procurement in which the basis of the proposal evaluation is a combination of technical merit and cost, rather than just cost.

**Non-Competitive (Sole-Source)  
Procurement**

A contract for the purchase of supplies or services that is entered into, or proposed to be entered into, by an agency after soliciting and negotiating with only one source. As the least favored method of procuring an item or service, non-competitive procurement may be employed only in limited circumstances, outlined in *FAR* part 6.3.

**Notice of Deletion**

A notice of deletion is a *Federal Register* notice that states that all appropriate Fund-financed responses under CERCLA have been implemented and that no further response is appropriate. The notice also includes an effective date of the deletion, a Regional contact, and supplemental site information. All NPL rulemakings subsequent to the publication of this notice will reflect the deletion.

**Notice of Intent to Delete**

A notice of intent to delete is a *Federal Register* notice informing the public of EPA's intention to delete a site from the NPL. The deletion docket must be complete before the Region publishes the notice in the *Federal Register* or local newspaper(s). Site-specific information needed to prepare the notice should be available from the site closeout report.

**Notice to Proceed**

A notice to proceed initiates construction activity and the date on the notice to proceed marks the formal beginning of the construction project. The contracting party will issue a notice to proceed sufficiently in advance of the required date to provide the constructor adequate lead time.

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**Offer**

A response to a solicitation that, if accepted, would bind the offeror to perform the resultant contract. *FAR* 2.101. Responses to an invitation for bids, in sealed bidding, are offers that are called bids or sealed bids. Responses to a request for proposals, in negotiation, are offers that are called proposals. An offer may also take the form of an unsolicited proposal.

**Offeror**

The party that makes an offer and looks for acceptance from the offeree. In government contracting, the offeror is the generic term for prospective contractors that submit bids, proposals, or quotations.

**Operability Review**

The objective of this review is to determine whether the particular system or remedial facility will function in an optimal manner, as required by the design documents, and whether it can be maintained for its intended use. The operability review is a specialized review where only operations and maintenance issues are examined.

**Operation and Maintenance**

Operation and maintenance (O&M) activities are performed to protect the integrity of the remedy for a site. The state performs O&M after the site is transferred from the federal government to the state upon state and federal agreement that the remedy is operational and functional. An exception to this is active ground water restoration where EPA operates a pump-and-treat system for up to 10 years after the system has been declared operational and functional.

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**Payment Bond**

A bond required by the Miller Act for all federal construction contracts exceeding \$25,000, that covers payment for labor and materials if a constructor is unable or refuses to perform its construction contract. A payment bond assures payments, as required by law, to all persons supplying labor or materials in the prosecution of work provided for in the contract. (*FAR 28.001*)

**Performance Specifications**

Specifications that set forth operational characteristics for the desired result. The specifications are used to determine final product performance. When the contract contains performance specifications, the contractor accepts general responsibility for product design and engineering and for achievement of the stated performance requirements.

**Performance Bond**

A contract bond required by the Miller Act for all federal construction contracts exceeding \$25,000, that protects against loss due to the inability or refusal of a contractor to perform its construction contract. A performance bond secures performance and fulfillment of the contractor's obligation under the contract. (*FAR 28.001*)

**Permits Plan**

A plan listing the permits required and the strategy for complying with permit requirements. The plan addresses substantive requirements and building and safety requirements for an on-site RA as well as off-site permits. The plan should present a schedule for obtaining all required permits before the RA begins.

**Phasing**

The division of a project into smaller work elements that can be implemented on different schedules, resulting in acceleration of the RD and RA. Phasing allows certain elements of a project to be started ahead of others to reduce the hazards present at the site or to complete simple prerequisite work elements ahead of more complex and hazardous work elements. All elements are addressed at the same time, but each individual element has its own schedule and moves at its own rate through the process.

**Potentially Responsible Party**

Entity that may be liable for the release of hazardous substances at a site. The government conducts a potentially responsible party search as an early step in its enforcement process, seeking to identify the generators, transporters, owners, or operators of a site.

**Prefinal and Final Inspections**

The prefinal and final inspections are standard construction practices for closing out a contract. They are generally conducted by the contracting party and constructor. These inspections are often confused with the EPA/state joint inspection requirement under the National Contingency Plan. The contracting party and the constructor may agree to invite both the RPM and the state to one of these inspections, however, to avoid the need to schedule a separate EPA/state joint inspection.

**Prefinal Construction Conference**

A prefinal conference, scheduled by the contracting party, which should occur just before the construction work is completed and is attended by EPA, the state, and the constructor. The objective of the conference is to discuss procedures and requirements for project completion and closeout.

**Prequalified Contracts**

A contracting method that expedites the RD/RA process by eliminating the solicitation and audit requirements for site-specific contracts. Prequalified contracts require approximately 30 to 60 days to initiate activities and delays due to bid protests or bonding difficulties are eliminated. However, this type of contract may reduce competition and may increase the cost of the project. EPA is the contracting party for prequalified contracts.

**Procurement Process**

The process by which the contracting party solicits bids (or offers), evaluates the bids, selects a contractor, and awards the contract. The nature of the procurement process depends on whether sealed bidding, negotiated procurement, two-step sealed bidding, or non-competitive (sole-source) procurement is used.

**Progress Payment**

A payment made as costs are incurred by the contractor under a contract or on the basis of percentage of completion or achievement of a particular stage of work.

**Progress Report**

Detailed progress reports from the contractor are required on a monthly basis throughout the duration of the project. The progress reports are used by the RPM to monitor the contractor activities and are usually submitted with the monthly invoices.

**Project Management Plan**

A strategy developed by the RPM for successfully delivering a RD/RA project on time and within budget. The plan documents the project management goals and operational procedures and is updated periodically.

**Prompt Payment Act**

Passed in 1982, 31 *United States Code* 3901 *et seq.*, requires solicitations and contracts to specify payment procedures, payment due dates, and interest penalties for late invoice payments. The act is implemented by FAR Subpart 32.9 and OMB Circular No. A-125, *Prompt Payment*, August 19, 1982. The government must make invoice payments and contract financing payments as close as possible to, but not later than, the due dates specified in the contract (generally 30 days after receipt of a proper invoice, 14 days for construction contract progress payments). Agencies pay an interest penalty for late invoice payments or improperly taken discounts for prompt payment.

**Punch List**

A list of work that must be corrected or completed to satisfy contract requirements for a construction project.

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**Quality Assurance**

Tasks performed to monitor or improve an organization's quality and quantity of output. QA may include a planned, systematic pattern of actions taken to provide adequate confidence that sufficient technical requirements are established, that products and services conforms to those requirements, and that satisfactory performance is achieved. FAR 246.101.

**Quality Assurance Project Plan**

The QAPP describes the policy, organization, functional activities, and quality assurance/quality control protocols necessary to achieve data quality objectives.

**Quality Control**

Tasks performed by individuals inside an organization to improve the quality of the organization's output. Government contracts may call for the contractor to provide a QC system that ensures that the work meets contract requirements. QC generally includes: (1) setting cost, performance, safety, and reliability standards; (2) comparing the offered product or service with house standards; (3) taking corrective action when necessary; and (4) planning for improvements. (*The Government Contracts Reference Book*)

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**Real Estate Planning Report**

A report describing property needs for the RD/RA project, based on information received from the designer. The report includes analysis of costs should EPA choose to acquire a property or an interest in property. USACE automatically develops a real estate planning report for all remedial designs it performs or manages.

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| <b>Record of Decision</b>                   | A public document that explains which cleanup alternative(s) will be used to clean up sites listed on the NPL. It is based on information generated during the RI/FS and consideration of public comments and community concerns.  |
| <b>Record Drawings</b>                      | Design drawings also called "as-builts," which show how the original design has been modified by actual changes during construction.   |
| <b>Remedial Action</b>                      | The actual construction or implementation phase of a Superfund site cleanup following RD.  |
| <b>Remedial Action Constructor</b>          | The contractor that performs RA construction.  |
| <b>Remedial Design</b>                      | A phase of site cleanup where engineers design the technical specifications for cleanup remedies and technologies, as specified in the ROD.  |
| <b>Remedial Investigation</b>               | An in-depth study designed to gather the data necessary to determine the nature and extent of contamination at a Superfund site, establish the criteria for cleaning up the site, identify the preliminary alternatives for cleanup actions, and support the technical and cost analyses of the alternatives. The remedial investigation is usually done with the feasibility study.   |
| <b>Remedial Project Manager</b>             | The EPA official responsible for overseeing cleanup actions at a site. ( <i>NPL Glossary</i> )   |
| <b>Request for Proposal</b>                 | A solicitation for proposal containing performance requirements, a description of the evaluation criteria, and the basis of award. Requests for proposals are advertised in the <i>Commerce Business Daily</i> .   |
| <b>Resident Engineer</b>                    | A design firm employee that serves as the designer's representative during construction, installation, and start-up phases of activity. The resident engineer, as a continuous presence at the site, acts directly on behalf of the designer and reports to the designer's contracting party. When USACE is managing the RA, resident engineer is also the term used for staff that perform construction manager functions (see construction manager). |
| <b>Response Action Contracting Strategy</b> | EPA's strategy designed to balance program needs and strategy objectives. The strategy includes: (1) an integrated "one program" approach to enforcement and site cleanup; and (2) greater flexibility, improved oversight, and cost management through decentralization of contract management responsibilities to the Regions.   |

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| <b>Scope of Work</b>         | The scope of work is based on the ROD and delineates the work to be performed at the site.  |
| <b>Sealed Bidding</b>        | A procurement in which the contract is awarded to the lowest responsive and responsible bidder. The work is described in detail so the bidders understand fully what is required of them for the price of the bids since the bids become the basis for a fixed-price contract. Sealed bidding typically results in lower costs for the government and a shorter bid review time period since no technical evaluations are necessary. ( <i>The Government Contracts Reference Book</i> )   |
| <b>Service Contract</b>      | A contract that directly engages a contractor's time and effort to perform an identifiable task rather than to furnish an end product. FAR 37.101. A service contract may be either a personal services contract or a nonpersonal services contract and can cover services performed by either professional or nonprofessional personnel on either an individual or an organizational basis. Service contracts include those for: (1) maintenance, overhaul, repair, servicing, rehabilitation, salvage, modernization, or modification of supplies, systems, or equipment; (2) routine recurring maintenance of real property; (3) housekeeping and base services; (4) advisory and assistance services; (5) operation of government-owned equipment, facilities, and systems; (6) communications services; (7) architect-engineer services; and (8) transportation and related services. ( <i>The Government Contracts Reference Book</i> ) |
| <b>Significant Changes</b>   | Significant changes have a significant effect on the scope, performance, or cost of the remedy contained in the ROD and are documented in an "Explanation of Significant Differences", as required by CERCLA Section 117 (c). Depending on the nature of the change, a public comment period may be warranted.  |
| <b>Site Closeout Process</b> | The site closeout process consists of the activities that are required to document that all Superfund response action is complete and the site can be deleted from the NPL. Site completion requirements were developed to provide a definable endpoint to Superfund cleanup activities as well as to satisfy the National Contingency Plan requirements for site deletion.   |
| <b>Site Management Plan</b>  | The site management plan describes how access issues, security, contingency procedures for accidents, management responsibilities, and waste disposal are to be handled.  |



**Site Security Plan**

The site security plan is required before mobilization at the site to prevent the public from having access to potential site safety hazards and to prevent the theft of or damage to the facilities.

**Source Selection Award**

A solicitation process in which a contract is awarded to the proposal with greatest value score regarding cost and technical merit.

**State Memorandum of Agreement**

The state memorandum of agreement, as described in 40 *CFR* Part 300.505 of the *NCP*, details state and EPA roles and responsibilities for response actions.

**Superfund State Contract**

The Superfund state contract is signed by EPA and a state and contains any terms that the parties agree to and the terms for implementing the CERCLA Section 104 requirement that the state 1) provide a cost-share in the cost of the remedial action, and 2) conduct all operation and maintenance activities at the site.

**Statement of Work**

Describes the actual work to be done by the contractor by means of specifications or other minimum requirements, quantities, performance dates, time and place of performance of services, and quality requirements. The SOW is the basis for a contractor's response to a solicitation, and provides a baseline against which progress and subsequent contractual changes are measured during contract performance. (*The Government Contracts Reference Book*)

**Submittal**

Also referred to as a deliverable, a submittal is a product or service that is prepared for and submitted to the government under terms of a contract, delivery order, or work assignment.

**Submittal Procedures**

Formal procedures for the transmission of submittals and shop drawings from the constructor to the contracting party for review and approval.

**Submittal Register**

A register that may be used by the RPM as a tool when tracking submittals.

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**Technical Direction**

Technical direction is guidance given by the government to the contractor on how to perform task(s) within the scope of work of the contract or work assignment. Technical direction is usually issued to an EPA contractor to assist the contractor in accomplishing the work assignment statement of work or to comment on and approve deliverables.

**Technical Review Team**

A team whose primary responsibility is to assist the RPM in reviewing technical deliverables. The complex nature of a typical RD/RA requires in-depth knowledge of a variety of engineering and other scientific disciplines, so the RPM assembles and coordinates a team of individuals with the appropriate backgrounds. Members of the technical review team may be from EPA, other federal agencies, state agencies, local government agencies, or EPA contractors.

**Time-and-Materials Contract**

A cost-reimbursement contract used when it is not possible to estimate accurately the scope (extent or duration) of work required at the time of contract preparation. The contract calls for provision of direct labor hours at an hourly rate and the provision of materials at a designated cost.

**Total Quality Management**

A management philosophy intended to provide the foundation for a continuously improving organization by encouraging employees to focus their attention on means of improving efficiency and effectiveness.

**Treatability Study**

Testing a treatment method on contaminated ground water, soil, etc., to determine its effectiveness.

**Two-Step Sealed Bidding**

A procurement method that combines competitive procedures to obtain the benefits of sealed bidding when adequate specifications are not available. FAR 14.501. Technical proposals are submitted in the first step, and offerors that submitted acceptable proposals submit sealed bids in the second step. This method is especially useful in the request for submission, evaluation, and discussion of technical proposals. No pricing is involved in this bidding technique. (*The Government Contracts Reference Book*)

**U**

**Unilateral Administrative Order**

A legally binding document issued by EPA, directing PRPs to perform site cleanups or studies (EPA generally does not issue unilateral orders for site studies). This type of order is not signed by the PRPs and does not require approval by a judge.

**Unit Price List**

The unit price and lump sum pricing lists for each bid item.

**V**

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**Value Engineering**

A formal technique by which contractors may (1) voluntarily suggest methods for performing an RD/RA more economically and may share in any resulting savings, or (2) be required to establish a program or identify and submit to the government methods for performing more economically. FAR 48.101(a). The object of value engineering is to reduce costs in the design or construction of a project without compromising its quality or functionality. (*The Government Contracts Reference Book*)

**Value Engineering Change Proposal**

A constructor's proposal to make changes to the RA construction that, if implemented, will save money without compromising quality or performance. Constructors develop and submit value engineering change proposals (VECPs) on a voluntary basis. As an incentive to submit VECPs, the constructor shares with the government any cost savings realized from accepted VECPs.

**Value Engineering Screen**

An evaluation of cost and function relationships in an RD/RA project, concentrating on high cost areas. The product of the screening is a recommendation for or against a full-scale value engineering study. If approved, the screening should be performed as soon as practicable during the preliminary design phase, and the results should be submitted to EPA.

**W, X, Y, Z**

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**Work Assignment**

A written order for work issued by the government to a contractor under a work assignment (WA)-type contract. A WA designates the government WAM and generally contains: background for the requirement, scope of work, time schedule, deliverables, period of performance, reference to the applicable section of the contract statement of work, level-of-effort, documentation requirements, and any restriction on travel, printing, or other activity.

**Work Assignment Form**

A one-page form used to initiate and track a work assignment.

**Work Assignment Package**

To initiate a new work assignment (WA), the WAM must prepare a WA package, which includes the following items: (1) WA form, (2) statement of work, (3) independent government cost estimate, (4) WAM designation form 1900-65, (5) procurement request (EPA Form 1900-8), and (6) contractor selection notice.

**Work Breakdown Structure**

A display of a contractual statement of work or an organizational chart depicting the necessary hardware, software, and services required in contract performance. The structure divides the work required under a contract into logical segments to help track progress and performance cost. (*The Government Contracts Reference Book*)

**Work Plan**

The work plan is the contractor's response to a government-issued work assignment (WA). The work plan describes the project goals, technical approach to be used by the contractor, tasks and deliverables, delivery schedule, and proposed personnel (including résumés), equipment, subcontracting, and other special requirements of the WA. It also includes a detailed cost estimate outlining in detail what the contractor believes will be the WA performance costs.